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INFO RUEHZG/NATO EU COLLECTIVE PRIORITY

RUCNOSC/ORG FOR SECURITY CO OP IN EUR COLLECTIVE PRIORITY

RHMFIISS/HQ USCENTCOM MACDILL AFB FL PRIORITY

RHEHNSC/WHITE HOUSE NSC WASHDC PRIORITY

RUEAIIA/CIA PRIORITY

RHEFDIA/DIA WASHDC PRIORITY

RUEKJCS/SECDEF WASHINGTON DC PRIORITY

RUEKJCS/JOINT STAFF WASHDC PRIORITY

RUEHNO/USDELMC BRUSSELS BE PRIORITY

RHMFIISS/USNMR SHAPE BE PRIORITY

RUCNDT/USMISSION USUN NEW YORK PRIORITY 0977

RUEHVEN/USMISSION USOSCE PRIORITY

RHMFIISS/HQ USEUCOM VAIHINGEN GE PRIORITY

S E C R E T SECTION 01 OF 12 USNATO 000318

NOFORN
SIPDIS

EUR/RPM FOR HAMILTON

E.O. 12958: DECL: 07/22/2019

TAGS: NATO PREL MOPS AE AF

SUBJECT: RFG: DRAFT NATO-UAE AGREEMENT ON AWACS BASING

REF: USNATO 315

Classified By: DCM John Heffern for reasons: 1.4 (b) and (d).

¶1. (SBU) This is a request for guidance. See paragraph 3.

¶2. (C/REL NATO) The NATO International Staff (IS) has distributed a draft Memorandum of Understanding between the United Arab Emirates and NATO for the basing of NATO AWACS planes, and the stationing of related NATO personnel, in the UAE in support of NATO's security mission in Afghanistan (see para 6; text also e-mailed to EUR/RPM). As reported in reftel, the IS-released draft includes proposed language on jurisdiction issues. The International Staff had planned to provide the text to the UAE at the same time they provided it to Allies, although we have been unable to confirm that they have in fact done so. The IS has put the text on the agenda of the July 27 meeting of the NATO Political Committee.

¶3. (C) RFG: We request interagency guidance on whether Washington could accept the draft text, including the proposed Article 6 language on jurisdiction, NLT OOB July 27 Brussels time. Any areas which are not acceptable should be clearly spelled out and alternative compromise language provided.

¶4. (S/NF) Comment: The IS has made its proposals after initial negotiations with the UAE in which they--at Allies request--pressed for stronger protections in the jurisdiction language. The UAE refused to meet our redlines, but did indicate some very limited flexibility. The IS proposal is designed to try to meet at least some Allied concerns, while also taking into account the UAE position.

¶5. (S/NF) Comment Continued: The IS has taken this step because the Commander of NATO (and U.S.) forces in Afghanistan, General McChrystal has identified AWACS deployment as an urgent need for the ISAF mission in Afghanistan. Because COMISAF McChrystal has indicated that AWACS--and its battlefield management and airspace management capabilities--are an urgent need, NATO Deputy Secretary General Bisogniero urged Allies at the July 22 meeting of the North Atlantic Council to be as flexible as possible on the jurisdiction language in order to maximize the possibility of quickly reaching a basing agreement with the UAE. While we

understand our legitimate interest in protecting U.S. forces from legal threats in the UAE, we note as well strong USG interest in protecting U.S. and Allied forces on the ground in Afghanistan. As a result, while the proposed text may not meet all U.S. jurisdiction requirements under normal conditions, we urge that, in reviewing this text, Washington balance these concerns with the equally legitimate operational concerns expressed by our military commander in the field.

16. (SBU) The text of draft NATO-UAE Memorandum of Understanding follows:

MEMORANDUM OF UNDERSTANDING BETWEEN
THE GENERAL HEADQUARTERS OF THE UNITED ARAB EMIRATES ARMED
FORCES AND
THE NORTH ATLANTIC TREATY ORGANIZATION "NATO" ON PROVIDING
SUPPORT FOR THE NATO PERSONNEL DURING THEIR TEMPORARY
STATIONING IN THE TERRITORY OF THE UNITED ARAB EMIRATES

The General Headquarters of the United Arab Emirates Armed Forces, "General Headquarters" and the North Atlantic Treaty Organization "NATO", both referred to as "Parties" ;

TAKING INTO ACCOUNT the fact that the United Arab Emirates are a member of the Istanbul Cooperation Initiative "ICI" ;

RECOGNISING that the North Atlantic Treaty Organization

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"NATO" wishes the Government of the United Arab Emirates to provide possible facilities for the purpose of transiting and/or temporary stationed of the NATO Forces, NATO Airborne Early Warning and Control Force and NATO personnel at one of the air bases in the UAE on a temporary bases for crossing "transit" from/to Afghanistan;

RECOGNISING the willingness of the United Arab Emirates Armed Forces to provide the requested facilities within agreed terms and conditions, and;

ADHERING to the principles of sovereignty, independence, territorial integrity of the United Arab Emirates.

The Parties have agreed as follows:

Article (1)
Purpose

-- 1. This MOU will define the procedures and provide a structured agreement in which the UAE provides possible facilities for the purpose of transiting and/or temporary stationing of the NATO Forces, including the NATO Airborne Early Warning and Control Force, at one of the air bases in the UAE on a temporary basis for the purposes of the Operation in Afghanistan.

-- 2. This MOU applies to the NATO Forces determined to be temporarily stationed in the territory of the UAE, and it does not include forces of other countries involved under the umbrella of NATO.

Article (2)
Definitions

For the purposes of this MOU the following definitions shall be as follows:

-- 1. "Operation" means the support, implementation, preparation, participation and execution by NATO, NATO Forces, the NATO Airborne Early Warning and Control Forces, NATO Personnel and contractors in furtherance of tasks directed by the North Atlantic Council and undertaken under NATO command and control arrangements being conducted outside

the territory of the United Arab Emirates and necessitating transit and/or temporary stationing in the territory of the United Arab Emirates.

-- 2. "NATO" means the North Atlantic Treaty Organization, as well as the NATO Airborne Early Warning and Control Forces and Force Command, set up pursuant to the North Atlantic Treaty.

-- 3. "NATO Forces" means the military and civilian personnel, military equipment, vehicles, aircraft and material belonging to the land and air forces of NATO member States.

-- 4. "NATO Personnel" means the military and civilian personnel assigned or attached to or employed by the North Atlantic Treaty Organization, and its member States with the exception of personnel locally hired in the United Arab Emirates.

-- 5. "NATO Contractors" means the group of non-United Arab Emirates contractors and employees residing in the United Arab Emirates, permanently or according to NATO contracts to provide goods and services within the framework of the operation. It includes the contractors' employees as well as sub-contractors and their employees, acting within the framework of the operation.

-- 6. "Transit" means movement by land or air across the territory of the United Arab Emirates. It includes the agreed entry and exit points, procedures and temporary stopover

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points along the transit routes.

-- 7. "Stationing" means the temporary presence at one of the air bases in the territory of the United Arab Emirates determined by the General Headquarter of NATO, NATO forces, NATO personnel and the NATO Airborne Early Warning and Control Force for the period required for the operation.

-- 8. "Territory" means the territory of the United Arab Emirates, including the land, the airspace, the internal waters and the territorial sea of the United Arab Emirates.

-- 9. "Entry and Exit Points" means points of access allowing the transit through the territory of the United Arab Emirates.

Article (3) Composition of NATO forces

-- 1. The NATO Forces to be based in the UAE will consist of an official headquarters, an air contingent and a logistic support force. Whilst numbers of military aircraft and NATO Personnel based in the UAE may vary periodically as the operational situation demands, the contingent will not exceed:

- a. 300 NATO Personnel;
- b. 6 AWACS aircraft, and;
- c. One Boeing 707 Trainer Cargo Aircraft.

-- 2. Any increase to this contingent both in terms of numbers and/or aircraft types, will be subject to General Headquarter consent and may be approved without amendment of the MOU. Approval letters will be attached to this MOU and shall be an integral part of it.

Article (4) Forms of Cooperation

-- 1. Subject to the laws, regulations and procedures in force in the UAE, the forms of cooperation in the implementation of the Operation include:

-- 1.1. the use of necessary facilities, such as port facilities, for NATO Forces and their assets to deploy into

or exit from the UAE;

-- 1.2. the establishment and use of Installations by the NATO forces in accordance with the objectives of this MOU;

-- 1.3. the provision of any information relevant to the safety of the movement of NATO Forces and their assets into, through or over the territory of the UAE;

-- 1.4. the exchange or provision of information, equipment and logistics support;

-- 1.5. conduct of joint training of General Headquarter and NATO Forces elements located in the UAE, and;

-- 1.6. intelligence and security cooperation.

Article (5)

National laws and regulations of the UAE

-- 1. NATO Personnel will respect the sovereignty, territorial integrity, laws and regulations of the UAE and refrain from any action or activity incompatible with the objectives of the MOU or which might harm the interests of the UAE or neighbouring states.

-- 2. Within the context of this MoU, NATO will ensure that land and air operations over and through the UAE are conducted in accordance with the relevant national laws and regulations of the UAE, and with respect to air operations the NATO Forces Commander, stationed in the territory of the UAE, will coordinate with the UAE Air Operations Centre at

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the General Headquarters.

Article (6)

Jurisdiction

-- 1. It is the duty of NATO personnel to respect the laws and regulations of the United Arab Emirates, and to abstain from any activity inconsistent with the spirit of the present Memorandum of Understanding, and, in particular, from any political activity in the United Arab Emirates. It is also the duty of NATO to take the necessary measures to that end.

-- 2. The United Arab Emirates will exercise jurisdiction over NATO personnel, present in the territory of the United Arab Emirates, with respect to offences committed within the territory of the United Arab Emirates and punishable by its laws, except as otherwise provided.

-- 2.1 NATO Personnel shall be subject to the exclusive jurisdiction of the State of which such personnel are nationals with respect to offences against another member of the NATO Personnel committed within the territory of the United Arab Emirates and punishable by its laws,.

-- 2.2 NATO Personnel shall be subject to the exclusive jurisdiction of the State of which such personnel are nationals with respect to offences committed within the territory of the United Arab Emirates and punishable by its laws, during the exercise of their official duties associated with the implementation of the Operation.

-- 2.3 In respect of crimes committed by NATO Personnel, outside the exercise of their official duty, against personnel of the Armed Forces, or any third party, the United Arab Emirates will exercise jurisdiction. However, either Party may request the other Party to refer the case to a Joint NATO/United Arab Emirates Investigation Committee, to determine the disposition of jurisdiction. In case the Committee decides that such crime was committed either with grave intent or due to gross negligence, the United Arab Emirates will exercise jurisdiction. In all other cases the State of which such NATO personnel are nationals will

exercise jurisdiction.

-- 2.4 NATO personnel will be considered within the exercise of their official duties when carrying out activities associated with the Operation in designated areas defined and approved by the General Headquarters in coordination with the NATO Force Commander.

-- 3. NATO Personnel shall be subject to the disciplinary authority of the State of which such personnel are nationals with regard to any violation of its disciplinary code. This applies also with regard to any violation of the disciplinary code of the United Arab Emirates Armed Forces, on the condition that such violation is subject to the disciplinary code of the state of which such personnel are nationals.

-- 4. NATO Personnel arrested or detained by the authorities of the United Arab Emirates shall immediately be turned over to NATO. NATO will be responsible for making the accused available to the authorities of the United Arab Emirates for the purposes of investigation and trial.

-- 5. Where the United Arab Emirates exercises jurisdiction, pursuant to the provisions of the present Article, NATO Personnel shall be entitled to due process standards and protections consistent with those available under the laws and regulations of the United Arab Emirates and of the State of which such personnel are nationals.

-- 6. Either Party may request the other party to waive its right to exercise jurisdiction.

Article (7)

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Liability and Claims

-- 1. Liability arising out of, or in connection with, activities undertaken for the purposes of this MoU will be dealt with as follows:

-- 1.1. With regard to claims between the Parties arising out of damage, loss, injury or death caused by the actions of either Party or any of its personnel, the costs of any liability for that claim will be entirely borne by that Party.

-- 1.2. With respect to third party claims:

Where responsibility for the injury, death or damage can be specifically attributed to one Party, the cost of handling and settling the claim will be the sole responsibility of that party; and Where both parties are responsible for the injury, death or damage or it is not possible to attribute responsibility for the injury, death or damage specifically to either party, the cost of handling and settling the claim will be distributed equally between them.

-- 1.3. Claims arising out of a contract will be handled pursuant to the terms of the relevant contract.

-- 1.4. The UAE law will apply in settlement of compensation claims for damage, loss, injury and death occurring to either parties, through a joint claim settlement committee formed to identify liability and assess damages. Equal number of both parties representatives will participate in that committee.

-- 1.5. Both parties will share equally the administrative and operational costs of the joint claim settlement committee.

1.6. Agrieved third parties may have recourse to competent court of law in the UAE to claim for damages and losses alleged to have occurred to them or to their properties.

-- 2. Where incidents involve NATO Forces and assets,

aircraft or vehicles of the Government of UAE, or third parties, the NATO Force Commander stationed in the UAE and the appropriate authority of the Government of UAE will conduct joint investigations. In respect of all incidents involving NATO Forces, NATO Personnel will, in conjunction with UAE authorities, secure the incident site.

Article (8)
Command and Control

NATO forces will at all times remain under NATO operational command and control. NATO Personnel will remain under the operational and administrative control of the NATO command. Activities of NATO Personnel will be coordinated through instructions issued by the NATO Force Commander stationed in the UAE. The NATO Force Commander stationed in the UAE will be the point of contact between the Air Base Commander of the UAE and NATO Forces.

Article (9)
Entry and Exit of the UAE

-- 1. NATO will bear the costs and fees of obtaining visa and residency permits for the NATO Personnel who will be based in the UAE on a temporary basis. The General Headquarter will provide administrative assistance required in this regard by facilitating through relevant competent authorities the issue of resident visas as expeditiously as possible, provide that a list of names of NATO personnel is sent to the General Headquarter prior to the entry of the personnel into the UAE.

-- 2. NATO shall make the necessary arrangements required in the UAE regarding entry/exit of their personnel, weapons, ammunition and military equipment to/from the UAE.

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-- 3. The General Headquarters of the UAE Armed Forces will provide to the NATO Forces the required facilities for the procedures for the entry and exit of NATO personnel/loads through the territory of the UAE for a period of up to 72 hours.

-- 4. NATO shall provide the General Headquarters of the UAE Armed Forces with a complete list of the NATO Personnel names every 3 months, or each time as requested by the General Headquarters.

-- 5. Except in case of innocent passage, the UAE shall be provided with parameters of such transit including the routes to be followed, points of entry and exit as well as services and/or facilities requested in advance by NATO, and NATO Forces, including the NATO Airborne Early Warning and Control Force.

Article (10)
Customs, taxes and charges

-- 1. The personal effects of the NATO Personnel will be subject to the customs regulations applicable in the UAE.

-- 2. NATO Personnel will be exempt from all customs, duties, and taxes when acting in their official capacity or directly related to their official capacity but may be subject to those requirements when acting in their personal capacity.

-- 3. NATO Personnel may dispose of within UAE, and after obtaining approval from the competent authorities in the UAE, free of duty or other restriction, the equipment and other supplies as are no longer required by them.

Article (11)
Military Vehicles

Military vehicles owned by NATO and the NATO forces will not be subject to licensing or registration in the UAE. They are

not permitted to be used outside the positioning base, unless authorized by the UAE competent authorities, taking into consideration that NATO Forces will solely bear the liability when NATO Personnel are responsible for traffic accidents.

Article (12)
Utilities

NATO Personnel will be granted access to public utilities such as electricity, telephone services, gas, water, sewerage or rubbish removal as necessary in the course of activities done in connection with this MOU. The NATO shall bear the cost of the provided services.

Article (13)
Consumables

-- 1. For the purposes of this MOU, in respect of the operation of the vehicles and aircraft by the NATO Personnel, the NATO Force Commander stationed in the UAE will be responsible for acquiring consumables such as fuel, lubricants and oxygen for the vehicles and aircraft used by NATO Forces.

-- 2. At the request of the NATO Force Commander stationed in the UAE, the General Headquarter may provide, subject to mutually acceptable arrangements, consumables at the same prices offered to the UAE Armed Forces.

-- 3. An authorized representative of the NATO forces will advise the General Headquarter of the quantity and quality of the consumables needed.

Article (14)
Provision of services

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-- 1. The NATO Force Commander stationing in the UAE will liaise, through the Base Commander, with the relevant UAE authorities in respect of the provision of services including medical, fire, catering, maintenance, logistic or other similar services for the purposes of this MOU. Where the UAE authorities cannot provide such services NATO Force Commander stationing in the UAE may use the following to provide such services:

-- 1.1. personnel and assets of other deployed forces of other countries in the UAE,

or;

-- 1.2. locally recruited residents, and local firms.

-- 2. NATO shall meet the costs of the provision of any such additional coverage.

Article (15)
Air Traffic Control Coordination

The NATO Force Commander stationed in the UAE may liaise, through the Base Commander, with the relevant UAE authorities to effect the placement of the NATO Forces Air Traffic Control Liaison Personnel within the relevant Air Traffic Control Centres of the airport(s) used by the NATO forces for the purposes of this MOU. NATO shall meet the costs of the provision of such placements.

Article (16)
Installations

-- 1. The NATO Force Commander stationed in the UAE may, after obtaining the approval from the General Headquarters, establish Installations in the UAE as necessary for use by NATO Personnel and their assets for the purposes of this MOU, in locations determined by the General Headquarters.

-- 2. NATO shall bear the cost of rent for the use of the Installations made available by the General Headquarter for NATO forces stationed in the UAE.

-- 3. NATO, subject to the General Headquarter prior consent and consistent with the standards applicable in the UAE, may make necessary alterations, changes or additions to the installations as is necessary for the purposes of this MoU and these alterations, changes or additions will become the property of the General Headquarter when returned by NATO forces.

-- 4. Upon termination of this MoU, both Parties shall agree on the disposition of new buildings, facilities, infrastructure and equipment that NATO has constructed or installed in the territory of the United Arab Emirates.

-- 5. UAE emergency services personnel may enter installations specified for NATO forces in the event of an emergency.

-- 6. UAE authorities have the right to take into custody any person not authorized to be present at the installations specified for NATO forces.

-- 7. The General Headquarter has the right to vacate, move to or change the Installations made available to the NATO at any time.

Article (17) Environment

-- 1. In consultation with the Base Commander, the NATO Force Commander stationed in the UAE shall determine the allocation of areas for:

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-- 1.1. storage and loading of tankers and conduct of refuelling procedures;
-- 1.2. storage and loading of ammunition and explosives;
-- 1.3. storage and loading of waste lubricants, sewage, remnants and other residuals (including human remains, blood products and medical wastes), and;
-- 1.4. use as weapons ranges;

-- 2. The NATO Force Commander stationed in the UAE will ensure the import, movement and disposal of the above material complies with relevant international and national laws and regulations of the UAE, and ensure that no ammunition containing depleted uranium will be stored in the UAE.

-- 3. NATO undertakes not to take any action that may harm the environment in the territory of the UAE.

-- 4. NATO shall meet all necessary costs associated with the transport and disposal of such materials.

Article (18) Communications

-- 1. NATO forces may install the infrastructure for, and use its own communications systems (including radio, telephone and satellite) required to effectively fulfil the purposes of this MoU.

-- 2. The frequencies used on all transmitting and receiving equipment will be determined in cooperation with UAE authorities.

-- 3. The NATO forces may process and transport mail addressed to or sent from NATO Personnel.

Article (19) Uniforms, Weapons and flags

-- 1. Members of the NATO Personnel:

-- 1.1. will normally wear, while engaged in the purposes of this MOU, their Service uniform together with such distinctive items of uniform as are prescribed by NATO Force Commander stationed in the territory of the UAE;

-- 1.2. may after obtaining approval from the General Headquarter possess or routinely carry weapons in locations made available to NATO Personnel and assets by the General Headquarters.

-- 2. NATO shall provide the General Headquarters with a complete list of all weapons, ammunition and hazardous substances being aboard NATO aircraft, which will either over-fly the UAE airspace, or be present on the positioning base's airfield, or stored at the positioning base, in addition to an explanation of ammunition storing methods and the guarding and safety measures applied thereto at the positioning base.

-- 3. NATO will not store in the territory of the UAE any equipment, substances, weapons, ammunition or machinery prohibited by UAE regulations or international law.

-- 4. The flying of national flags will be in accordance with UAE law.

Article (20)
Medical treatment

-- 1. NATO Forces shall provide regular medical treatment, emergency treatment and evacuation for all NATO Personnel, including provision of medications, medical materials and equipment required for patients for their treatment during their temporary period of stay in the UAE.

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-- 2. Treatment of a higher degree will be provided at military and civilian hospitals in the UAE, if requested and necessary, in accordance with UAE treatment measures. NATO Forces will be responsible for the payment of medical treatment and the cost of medications provided at UAE military and civilian hospitals and clinics.

-- 3. The UAE may, if requested and necessary and on payment, provide additional medical materials to the NATO Forces.

-- 4. The NATO Forces shall notify the appropriate authorities of the UAE regarding any outbreak of serious infectious disease amongst the NATO Personnel.

-- 5. The NATO Forces may bring to the UAE blood and blood products only on a temporary basis for the purpose of transit to a third country. The NATO Forces undertake not to use, in the UAE, any blood other than blood supplied by the authorities of the UAE.

-- 6. The General Headquarters of the UAE Armed Forces will provide adequate working space to the NATO Forces for the purpose of providing regular medical treatment to the NATO Forces.

-- 7. In case of the death of any member of the NATO Forces, the appropriate authority in the UAE shall be informed.

-- 8. The NATO Forces undertake to arrange the transport of the body on receipt of the appropriate permit from the competent authority in the UAE. The process of returning the body shall be in accordance with UAE regulations, and NATO shall inform the UAE authorities, if requested, of the arrangements taken to transport the body outside the UAE.

Article (21)

Information Sharing

-- 1. Both Parties agree to coordinate detailed procedures related to the exchange of classified information during joint activities in addition to organizing its usage and the means of protection of classified information by separate agreement or memorandum of understanding or protocol. Until the Parties sign a specific agreement concerning classified information entered into by the Parties, the following provisions will be observed to protect the security of information exchanged under this MoU.

-- 2. All classified information and material provided or generated pursuant to this MoU will be stored, handled, transmitted, and safeguarded in accordance with the provisions of the Party providing the classified information. Where there is ambiguity or differences between the handling procedures of the Parties, the more secure means will be used.

-- 3. Classified information and material will be transferred only through official channels approved in writing by the Parties to this MoU. Such information and material will bear the level of classification, denote the country of origin and the conditions of release.

-- 4. Each Party will ensure that in respect of classified information provided under this MOU that:

-- 4.1. the recipient will not release the classified information to any government, national organization, or other entity of a third party without the prior written consent of the originating party;

-- 4.2. the recipient will not release the classified information for other than purposes provided for in this MOU;

-- 4.3. the recipient will not downgrade the classification given to classified information without the

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prior written consent of the originating party, and;

-- 4.4. each Party will provide receipts for all classified documents or material received.

-- 5. The parties will investigate all cases in which it is known, or where there are grounds for suspecting, that classified information or material provided or generated pursuant to this MoU has been lost or disclosed to unauthorized persons. Each party will promptly and fully inform the other party of the details regarding any such occurrences, the final results of the investigation, and the corrective action taken to preclude recurrences.

-- 6. For any facility wherein classified information or material is to be used, the responsible party will approve the appointment of a person or persons to exercise effectively the responsibility for safeguarding at such facility the information or material pertaining to this MoU. These officials will be responsible for limiting access to classified information or material involved in this MoU to those persons who have been properly approved for access and have a need-to-know.

-- 7. Each party will ensure that access to the classified information is limited to those persons who possess requisite security clearances and have a specific need for access to the information.

-- 8. Information or material provided or generated pursuant to this MoU may be classified as high as SECRET/NATO SECRET. The existence of this MoU is SECRET, and the details and contents are SECRET.

-- 9. The security responsibilities of the parties contained in this MoU will continue notwithstanding the termination or expiration of this MoU.

-- 10. Both parties will:

-- 10.1. prohibit their personnel from photographing any location, person or asset of the other party inside/outside of the locations and premises respectively used by them in the UAE and will take appropriate measures to achieve this end;

-- 10.2. obtain prior approval when either Party wants to invite media to those premises at the locations provided to the NATO forces and their assets by the Government of the UAE, and;

-- 10.3. not release the private details of any NATO Personnel in the UAE for the purposes of this MOU.

Article (22)
Intelligence

-- 1. The NATO forces shall not operate in the UAE territory any intelligence systems or equipment of intelligence collection operations, including aerial photography systems and electronic surveillance means, before obtaining the necessary approvals from the General Headquarters' competent authorities.

-- 2. The NATO forces will allow the General Headquarter access to obtain and share intelligence (images, including paper images and electro electronic war and any other information) acquired by NATO reconnaissance aircraft in relation to its tasks and objectives.

-- 3. The NATO forces will take into consideration any request from the General Headquarter for reconnaissance regarding specific targets on the specified route for NATO forces aircraft, as long as such a request does not contradict the specified task requirements.

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-- 4. The NATO forces will be allowed the use of image processing and interpretation stations at the positioning base.

-- 5. The parties will conduct joint training in the field of reading and interpreting aerial images and electronic reconnaissance pertaining to information provided to the General Headquarter.

Article (23)
Combat Operations

Except for supporting the operations being conducted in Afghanistan, the NATO undertakes not to conduct any combat operations from the UAE without the prior clear written approval of the Government of the UAE through the General Headquarter.

Article (24)
Exchange of Experience and Needs

-- 1. The Parties may exchange information and equipment and provide logistics support on reciprocal basis in Afghanistan as long as the parties have a joint presence there.

-- 2. NATO agrees to urgently examine any request from the Government of the UAE for the provision of support in case of natural disaster or military or terrorist aggression.

-- 3. Subject to availability, NATO forces will give support as regards observation, alert and reconnaissance to the UAE when within the UAE airspace or in the vicinity of the same as follows:

-- 3.1. Fill radar surveillance gaps for UAE air defence

assets.

- 3.2. Joint training between the UAE Air force and NATO forces.
- 3.3. Exchange of experience between the two sides.

Article (25)

Settlement of Disputes

Should any controversy arises between the parties to the interpretation or implementation of this MoU, the Parties shall seek to settle the dispute within the shortest possible time through direct negotiations to be held by a committee formed by the Parties or, if necessary, through diplomatic channels. Negotiations shall begin within 30 days from the receipt of a written notice from the other Party regarding this matter.

Article (26)

Publication in the Media

-- 1. Neither Party shall release this MoU, its contents or result thereof to any media, whether audio-video or written, or electronic media. No other government, authority or national organization/agency may be involved as party to this MoU whether through providing intelligence information or data except upon a prior written consent of the Parties.

-- 2. In all media issues regarding any event or activity within the United Arab Emirates, including clearance, press releases, publishing or photography, NATO shall obtain prior written approval from the competent authorities of the General Headquarters "Directorate of Moral Guidance".

Article (27)

Entry into force, Duration, Amendment and Termination

-- 1. This MoU will come into effect on the date of last signature, and will remain in effect for 12 months.

-- 2. The MoU may be terminated by either party giving

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written notice to the other of its intention to terminate it, in which case it will terminate six months after the receipt of the notice of termination. Also, the Parties may mutually consent to the termination of this MoU at any time.

-- 3. This MoU may be reviewed and amended in writing at any time with the mutual consent of the Parties.

-- 4. This MoU may be extended by mutual written consent between the Parties.

-- 5. The General Headquarter will have the full right to unilaterally terminate this MoU if the NATO forces commit a serious violation of this MoU, in which case, the NATO will take all actions to terminate the temporary presence of their personnel and equipment including cease of their aerial operations from/through the UAE territory.

-- 6. After termination of this MoU, each Party will observe its provisional responsibilities and liabilities resulting from termination until they are fulfilled.

DONE in three original copies in the English, French and Arabic languages, each language being equally authentic at (), on this day, / /2009

IN WITNESS WHEREOF, the representatives, duly authorized by the Parties, have signed this MoU.

For
The General Headquarters
of the United Arab Emirates Armed Forces

For
The North Atlantic
Treaty Organization

End text
DAALDER